

ZB# 93-53

Barbara Lennon

43-1-59

Frederic

Nov. 8, 1993.

Copy of:

- ① Deed
- ② Title Policy 4
- ③ Photos. 4
- ④ Aes ① 50.00 4
- ② 292.00 4.

Applicant
awaiting list.

12/14/93. Notice Faxed to Sentinel
Letter sent 12/21/93.

Public Hearing:

Jan. 10, 1994

Area Variance

Approved

65.50
refund

CO # 90 - NEW WINDSOR BUS PARK
MEDICAL FACILITY

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

13785

Dec. 15 19 93

Received of Barbara Lennox \$ 50.00

Twenty and 00 DOLLARS

For ZBA Application Fee #93-120

DISTRIBUTION:

FUND	CODE	AMOUNT
<u>CR 402</u>		<u>50.00</u>

By Pauline Townsend

Town Clerk

Title

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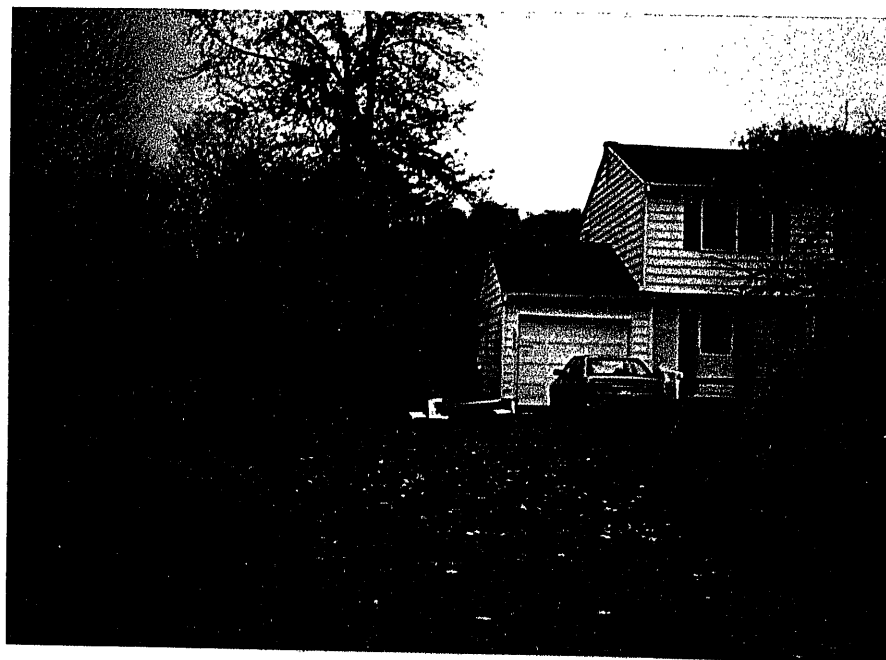


CO# 90 - NEW WINDSOR MEDICAL

CR 402		CV.

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Town Clerk
Title



#93-53 - Kenner, Barbara - crew



DateApril 8,....., 1994...

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO BARBARA LENNON DR.
208 Brittany Terrace
New Windsor, N. Y. 12553

CHARGE: ZBA BUDGET

[illegible]

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Lennon, Barbara

FILE # 93-53

RESIDENTIAL: \$50.00

COMMERCIAL: \$150.00

APPLICATION FOR VARIANCE FEE \$ 50.00 *paid CK # 402*

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 292.00 *paid CK 403*

DISBURSEMENTS -

STENOGRAPHER CHARGES:

PRELIMINARY MEETING - PER PAGE *1/8/93 - 3 pages* . . . \$ 13.50
 2ND PRELIM. MEETING - PER PAGE *2/10/94 - 4 pages* . . . \$ 18.00
 3RD PRELIM. MEETING - PER PAGE . . . \$ _____
 PUBLIC HEARING - PER PAGE . . . \$ _____
 PUBLIC HEARING (CONT'D) PER PAGE . . . \$ _____
 TOTAL \$ 31.50

ATTORNEY'S FEES:

PRELIM. MEETING - .1 HRS. *1/8/93* . . . \$ _____
 2ND PRELIM. _____ HRS. \$ _____
 3RD PRELIM. _____ HRS. \$ _____
 PUBLIC HEARING .1 HRS. *2/10/94* . . . \$ _____
 PUBLIC HEARING (CONT'D) . . . \$ _____
 FORMAL DECISION 1.1 HRS. \$ _____
 TOTAL HRS. 1.3 @ \$ 150.00 PER HR. \$ _____
 TOTAL \$ 195.00

MISC. CHARGES:

TOTAL \$ 226.50

LESS ESCROW DEPOSIT . . . \$ 292.50
 (ADDL. CHARGES DUE) . . . \$ _____
 REFUND TO APPLICANT DUE . . . \$ 65.50 *refund sent 4/27/94*

(ZBA DISK#7-012192.FEE)

-----X
In the Matter of the Application of
BARBARA LENNON,

DECISION GRANTING
AREA VARIANCE

#93-53.
-----X

WHEREAS, BARBARA LENNON, 4 Chimney Corners Road, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 6 ft. 3 in. rear yard variance for an existing family room addition located on the residential parcel at the above address located in an R-4 zone; and

WHEREAS, a public hearing was held on the 10th day of January, 1994 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the applicant appeared with her daughter, Cheryl Ciaccio and they both spoke in support of the application; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.
2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations pertaining to rear yard in order to allow an existing family room addition to remain in its present location at her residential dwelling in an R-4 zone.
3. The evidence presented by the applicant substantiated the fact that a variance for less than the allowable rear yard would be required in order for applicant to obtain a certificate of occupancy for the existing family room addition located at the applicant's residential dwelling, which otherwise would conform to the bulk regulations in the R-4 zone.
4. The evidence presented on behalf of the applicant indicated that the applicant constructed the addition in 1974 after applying and receiving a building permit (#987) which was issued on July 2, 1974. It does not appear that the applicant ever applied for a certificate of occupancy after the addition was completed and no certificate of occupancy was ever issued thereon. Applicant attempted to sell the house to her daughter and husband who are living in the residence at the present time. Applicant was unable to transfer title to her daughter since they

could not furnish a certificate of occupancy for the family room addition.

5. Based upon the record in this matter, it appears that the building permit for the family room addition should never have been issued in 1974. The required rear yard on this parcel in the R-4 zoning district was 40 ft. The rear yard provided, after the addition is considered, was only 33 ft. 9 in. Consequently the applicant required a rear yard variance of 6 ft. 3 in. before the building permit should have been issued.

6. The applicant now submits the instant application for an area variance in order to try to obtain a Certificate of Occupancy for the existing family room addition.

7. The evidence presented by the applicant substantiated the fact that the addition is located to the rear of the property and its impact on the neighboring properties is ameliorated due to trees and shrubbery which effectively conceals the addition from view of the neighbors.

8. The evidence presented by the applicant, and the Board's familiarity with the area, indicated that the neighborhood surrounding the subject site is devoted to residential uses.

9. The evidence presented on behalf of the applicant indicated that many of the neighboring properties are improved with family rooms or enclosed porches of a comparable or larger size than the family room which is the subject of this application.

10. The evidence presented on behalf of the applicant further indicated that the existing family room addition could not have been located in either side yard without seeking a variance as large or larger than that which is the subject of the instant application. Consequently, locating the addition in the rear yard has minimized the applicant's variance request.

11. The applicant also presented evidence which indicated that the existing family room addition was located in the rear of the house to extend the house and to provide additional living space for the convenience and health of the family. The applicant chose the existing location for the addition to the rear of the house for convenient traffic flow within the house, which makes the family room more usable.

12. The evidence presented on behalf of the applicant also indicated that, if the addition had been constructed in a conforming manner, i.e. with less depth into the rear yard, it would have resulted in an addition that was too narrow to be usable, and in addition, would have been an uneconomic improvement to the house because it would not be a functional addition and it would lack utility.

13. It is the finding of this Board that the requested area variance, if granted, will not blight the proper and orderly development and general welfare of the community since the existing family room addition has been in place for approximately

20 years and conforms to the character of the neighborhood since many of the neighboring properties are also improved with family rooms or enclosed porches of comparable dimensions.

14. Given those factors, it is the finding of this Board that the applicant's existing family room addition has not had, and will not have, an adverse effect on property values in the neighborhood.

15. The evidence presented by the applicant further substantiated the fact that the requested variance, if granted, would not have a negative impact on the physical or environmental conditions in the neighborhood since the addition is located to the rear of the residence and is quite well concealed from view of the neighbors and does not detract from the neighborhood.

16. In considering the applicant's request for the instant variance, this Board has not given any consideration to the applicant's pool and deck which apparently are partially located beyond the applicant's property lines and encroach upon lands now or formerly of the Town of New Windsor. The applicant indicated that the same were located in their present position due to a misunderstanding about the property boundary lines. Applicant stated that the said pool and deck will be relocated onto applicant's lands to a point which is set back at least 10 ft. from any lot line. Consequently, after applicant relocated the pool and deck in this manner, the same should be in conformity with the requirements of the Zoning Local Law of the Town of New Windsor, New York and no variance with respect thereto will be required.

17. It is the finding of this Board that the proposed variance will not adversely impact the public health, safety and welfare.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variance is not substantial in relation to the bulk regulations for rear yard.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is a self-created one since she apparently did not complete the building permit process by seeking a certificate of occupancy for the addition. She now is seeking to rectify the situation by the appropriate application to this Board.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

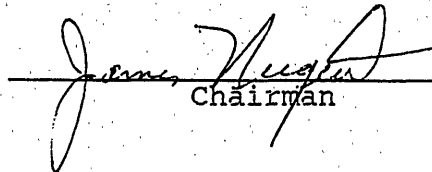
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 6 ft. 3 in. rear yard variance in order to allow an existing family room addition at the above location in an R-4 zone to remain in its present location, as sought by applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: April 11, 1994.


Chairman

(ZBA DISK#9-012894.BL)

April 11, 1994

1

TOWN OF NEW WINDSOR

ZONING BOARD

APRIL 11, 1994

MEMBERS PRESENT: JAMES NUGENT, CHAIRMAN
HERB LANGANKE
DAN HOGAN

ALSO PRESENT: MICHAEL BABCOCK
BUILDING INSPECTOR

PAT BARNHART
ZONING BOARD SECRETARY

ANDREW KRIEGER, ESQ.
ZONING BOARD ATTORNEY

ABSENT: LARRY TORLEY
MICHAEL KANE

MR. NUGENT: I'd like to call to order the April 11, 1994 meeting of the Zoning Board of Appeals, Town of New Windsor. Motion to accept minutes as written.

MR. LANGANKE: So moved.

MR. HOGAN: Second it.

ROLL CALL:

MR. HOGAN	AYE
MR. LANGANKE	AYE
MR. NUGENT	AYE

April 11, 1994

2

PUBLIC HEARING

STAMM, JERRY

MR. NUGENT: First public hearing Jerry Stamm. Request for 26 ft. rear yard variance for existing deck located at corner of Union and Cedar Avenue in an R-4 zone. (19-4-84)

Kerry Kirk appeared before the board for this proposal.

MR. NUGENT: For the record, you have to go through what you told us the first time you were here.

MS. KIRK: Oh, okay, well, the variance is requested in that the deck is already existing, the previous, well, titled owner was told that no permits of course were necessary by the contractor he hired. The home now has a purchaser on it, the people are looking to close. They have commitment and we're just trying to clear up the C.O. issue on the deck, which is holding the sale up and it's a gorgeous deck.

MR. NUGENT: I'm sure we've all visited it and we have pictures, I'm sure we all know where the site is.

MS. KIRK: Just another one that I came across that you might want.

MR. NUGENT: Anyone here from the public that would like to sign in? Is there any questions by the the board?

MR. LANGANKE: What's the setback of the house to the property line?

MR. BABCOCK: 40 feet.

MR. LANGANKE: It is 40 feet?

MR. BABCOCK: That is correct.

MR. HOGAN: Actual, you're asking the actual dimension?

MR. LANGANKE: Yes.

MR. BABCOCK: No, the requirement is 40 feet.

MR. LANGANKE: What do we actually have?

MR. BABCOCK: 22 foot 1 inch, myself and Dan are just noting there is a survey sent over by Mr. Bloom and on March 21, Mr. Chairman, if this survey that was sent over by Mr. Bloom, it was for a different reason. It was to get a letter to prepare a letter for his office and according to the survey that he sent us, there's 22 foot 1 inch from the house to the property line. If the deck is 12 foot, and they are saying they are 14 foot from the property line, that would be 26 foot instead of 22 foot.

MS. BARNHART: That is what we have, it's for 26.

MR. NUGENT: Variance requests for 26 foot.

MR. BABCOCK: That is not enough for that deck though according to this survey.

MR. LANGANKE: How come the setback isn't 40 foot?

MR. BABCOCK: Requirement is 40 foot. They are proposing what they told us 14 feet which is a difference of 26 feet.

MR. LANGANKE: What I am asking is why is the house obviously doesn't have a 40 foot setback?

MR. BABCOCK: That is correct.

MR. LANGANKE: How come?

MR. HOGAN: Long time ago.

MR. NUGENT: Pre-existing zoning.

MR. LANGANKE: This is what I am asking so at one time, the house was legal?

MR. BABCOCK: It was built in 1960. The house would be

okay but they've added the deck and apparently--

MS. KIRK: Those figures are off the original survey from 1960 so that might explain the discrepancy cause I do have have, this is the purchaser's survey so this was just done and I do see what you mean. It does say 22.1.

MR. BABCOCK: If the numbers that we have, the house would have to be off the property line 26 foot, the 14 foot that is left.

MR. KRIEGER: What's the existing space between the back of the house and the rear property line?

MR. BABCOCK: 22 foot 1 inch.

MR. KRIEGER: And how--

MR. BABCOCK: And the deck is 12 foot out.

MR. NUGENT: They have ten feet off the property line?

MR. BABCOCK: That is correct.

MR. BABCOCK: Ten foot one inch, that is correct and we wrote it up as being 14 feet off the property line.

MR. NUGENT: That should be 30 foot variance not a 26 foot variance.

MR. KRIEGER: 30 foot 1 inch, wouldn't want them to come back here for an inch.

MR. LANGANKE: When was the deck put in? The other people, did they have a building permit then to put it in?

MR. NUGENT: No, that is why they are here.

MR. BABCOCK: Can we change the numbers right now?

MR. KRIEGER: Yes, I think the thing to do is to change the numbers on the application. Have the applicant initial them, the public notice is sufficient cause it

April 11, 1994

5

didn't, happily, it wasn't more specific than it had to be.

MR. BABCOCK: Maybe I can possibly correct you. I shouldn't say you're wrong but the way I have this is they are required to be 40, they have ten foot one inch so they'd need a variance of 29 11 so if we say ten foot and 30 is fine.

MR. KRIEGER: If we have 30 feet, it gives them an inch to play with.

MR. BABCOCK: We'll say they are ten foot from the property line and the required variance of 30 feet and that gives them the extra inch.

MR. NUGENT: Okay.

MR. BABCOCK: You should do it on their application also.

MS. BARNHART: I just did.

MR. NUGENT: Any other comments or questions? Hearing none at this point, I'd like to open it up to the public and you want to speak?

MR. FAITAK: Yeah, it's right underneath my bedroom, the deck.

MRS. FAITAK: How much are they over what they should be?

MR. NUGENT: According to today's standards, they are not allowed a deck on the house.

MR. FAITAK: According to last year's too, when they built it.

MR. NUGENT: Yes, see that house would never meet today's standards no matter what, the house wouldn't even meet it but because it was built before 1967, before zoning was enacted in the Town of New Windsor, it's grandfathered so there's nothing we can do about the house. They really aren't allowed a deck by

April 11, 1994

6

today's law. For the stenographer, just tell your name and address.

MR. FAITAK: Frank Faitack, F-A-I-T-A-K, 133 Cedar Avenue, New Windsor, New York.

MR. NUGENT: You objected to this deck?

MRS. FAITAK: It seems like everybody is grabbing a little bit of everything.

MR. FAITAK: Everybody just goes and puts up whatever they want and then the guy next door that has got that much of my driveway. I didn't know until years after I was out there. What am I going to do, dig the driveway up? The guy in back of us puts trees on the property and next thing we know, we're losing the property in the back. Pretty soon, we'll be lucky we own the house, just paying the taxes.

MRS. FAITAK: And we understand--

MR. FAITAK: I didn't mind when Stamm was there, he didn't ask, I had no objections.

MRS. FAITAK: We didn't even know till it was up.

MR. NUGENT: That is the unfortunate part about it, is that you don't, all those houses were built before zoning was enacted.

MR. FAITAK: When he put the driveway in, that much of the driveway belonged to me but I didn't know. What am I going to do?

MRS. FAITAK: Everybody can do what they please and get away with it. That is exactly what it sounds like. Then you didn't hear about this until you go to sell or something else and I also learned from someone that called us that the fence is on our lot so it seems like everything is closing in on us and we have nothing to say about it.

MR. FAITAK: Just losing more and more each year there.

April 11, 1994

7

MRS. FAITAK: Everybody does as they please.

MR. NUGENT: I can't read this because it's too close but it looks like part of the chain link fence is on your property.

MRS. FAITAK: That is exactly what we heard from another lawyer.

MR. NUGENT: One foot four inches of just one corner, rest of it is fine. The rear right-hand corner.

MR. FAITAK: It was fine with Stamm. I didn't mind when Jimmy was there too much because we were neighbors for 30 years but I don't know who we're going to get now. Supposing they want to party 12 o'clock at night, that is right underneath my bedroom. I didn't want to have to listen to that.

MR. NUGENT: They can party on the lawn and do the same thing and you couldn't do anything about it but when a deck is already there, it's very difficult to get rid of it.

MRS. FAITAK: This is my point. They just, everybody builds what they want to build and then it becomes all right, it becomes fine.

MR. NUGENT: That is why we try to correct it here.

MRS. FAITAK: But it's after the fact.

MR. LANGANKE: What Mr. Nugent is saying when they started to build it, if you had gone to the Town at that time and said hey, what's going on here, perhaps then--

MRS. FAITAK: How are we to know that a deck should not be on that piece of land?

MR. NUGENT: It always had a deck.

MRS. FAITAK: Never, there was never a porch. It was a concrete block that Peggy stepped off on. There was never a porch, step or thing on it. Now all of a

sudden, we've got a big deck and nobody cares.

MR. NUGENT: I don't want you to think that we don't care, just that there ain't a great deal we can do about it.

MRS. FAITAK: It seems like everybody can do everything and when it comes time to buy or sell the house, all things come to bloom.

MR. FAITAK: If the guy next door to me, Louie, has got his driveway that much of it I owned when I got that house. Now it's been there for 26 years. Now if I went to sell, would that be his now because he's had like squatter's rights for 26 years?

MR. NUGENT: No. When they surveyed your house, it would be your property.

MRS. FAITAK: What the surveyor says but it was surveyed last year. It was that far the stake, was out that far from the property. This guy come and surveyed and the stake is this far from the property. Whose survey is right? Which one's surveying is right? I'm not going to spend the money to get it surveyed.

MR. NUGENT: Maybe the new people will.

MR. FAITAK: Somebody's not surveying right.

MR. NUGENT: Not a lot of substantial points to go from, okay, if there's no further comments from the public.

MR. HOGAN: Are you objecting to the deck tonight?

MR. FAITAK: The wrong people could get in there and it could be trouble for me.

MRS. FAITAK: We have been there 26 years, no problems whatsoever.

MR. FAITAK: He just put the deck up last year. If he is going to keep the house, I didn't know whether--

MRS. FAITAK: We assumed now what he was doing, who are we to say what are you building? I'm not a surveyor or know the lines, where the lines are or anything else. All of a sudden, it's just okay.

MR. HOGAN: This is a difficult lot because it happens to be on the corner and the lot that you are on which is right to the rear of that one you have a deeper piece of property.

MRS. FAITAK: It has more depth, yes.

MR. HOGAN: And perhaps narrower across the front but deeper, I didn't know whether you have a deck or not but over the years, the lifestyles of so many people have changed and the deck becomes an important thing. This particular house with this difficult lot, really couldn't do anything legally other than the fact just keep the house just the way it was. So I just, I know you didn't have a problem with your neighbor who was there for 30 years and I know you're probably frightful that you are going to get some neighbors that you are not going to get along with regardless we have to hear from you whether or not you're objecting to the deck.

MRS. FAITAK: On top of that, we have a problem in the back where all the junk is there for years and it's quite an eyesore too. I think that has been brought to the attention too, supposed to be cleaning that up.

MR. KRIEGER: This junk, is it this property that it is coming from or another property?

MRS. FAITAK: No, no, no, this is next door to this property.

MR. KRIEGER: Are there other houses in the, right around you that have decks? Just trying to get a feel.

MRS. FAITAK: No, I don't think so.

MRS. FAITAK: They probably have more up the street but right in the vicinity of us, you know, the three houses or whatever it might be, no.

April 11, 1994

10

MR. KRIEGER: Is that, I'm asking you so you can go on the record, is that all residential, is it mixed commercial and residential?

MRS. FAITAK: It's supposed to be all residential.

MR. NUGENT: Across the street is a cemetery, that is residential.

MR. FAITAK: They are the best neighbors.

MR. NUGENT: Any further questions? At this time, I'd like to close the public hearing and open it back up to the board, if there are any further questions. If not, I accept a motion.

MR. HOGAN: I make a motion, I'm sorry, I hear your thoughts. I understand how people live these days and I do make a motion that we grant the variance to Jerry Stamm and I just hope you get some good neighbors.

MRS. FAITAK: If I want to build anything I want then that will be all right too, right?

MR. NUGENT: Don't get caught.

MR. FAITAK: Till you get it up.

MRS. FAITAK: And the years pass by and everything is fine.

MR. LANGANKE: Second it.

ROLL CALL:

MR. HOGAN	AYE
MR. LANGANKE	AYE
MR. NUGENT	AYE

Rec'd. ZBA
1/19/94 (P16)

January 11, 1994

RE: Appeal # 93-53

Dear Mr. Nugent -

Kindly forward to me, as soon as possible, an accounting of your disbursement of my check no. 403 in the amount of \$292.⁰⁰ made out to the Town of New Windsor. I understood this payment was required to include "consultant fees in addition to the ZBA application fee". I am requesting copies of the bills "submitted by consultants" against the aforesaid amount. I find it highly unlikely - perhaps impossible - that ① any experts were consulted due to the simplicity of my appeal and ② that the entire amount was used for these "fees".

Thank you, in advance, for your promptness in answering this request. It will be greatly appreciated.

Sincerely,

Barbara C. Lennon
208 BRITTANY TERRACE
ROCK TAVERN, NY 12575



TOWN OF NEW WINDSOR
DISBURSEMENT ACCOUNT
555 UNION AVENUE
NEW WINDSOR, N.Y. 12553

CHECK NO. 036619

THE BANK OF NEW YORK
MID-HUDSON REGION
Route 94
New Windsor, NY 12553

55-244

219

CHECK NO.	DATE	AMOUNT
-----------	------	--------

036619 04/27/94 \$*****65.50

PAY:

SIXTY FIVE AND----- 50/100 DOLLARS
TO THE
ORDER OF:

BARBARA LENNON
208 BRITTANY TERRACE
NEW WINDSOR, NEW YORK
12553-0000

Barbara Lennon
Barbara Lennon

⑈036619⑈ ⑆021902446⑆ ⑈232008490⑈

RECEIVED

FEB 22

February 17, 1994

George Meyers, Supervisor
Town of New Windsor
555 Union Ave.
New Windsor, NY 12553

Dear George:

I am enclosing copies of requests made of James Nugent, Chairman of the Zoning Board of Appeals.

Due to the ineptness of a previous Building Inspector, I had to attain a zoning variance for an addition of a family room that Win and I had built back in 1974 with a proper building permit in order to sell my home to my daughter Cheryl and her husband. Needless to say, with all that I have been going through in the past year, I did not need this. At any rate, I obtained the variance and the closing finally took place in January.

Due to the fact that nothing more than looking at pictures was done by the zoning board of appeals in my case, I find it very difficult to believe it cost 292.00 plus 50.00 to give me the okay.

I am having a problem getting an answer to my request and thought that you might look into it for me.

Thanks in advance, and belated congrats. on your election. So many of us were so-o-b pleased!

Sincerely,



Barbara C. Lennon
208 Brittany Terrace
Rock Tavern, NY 12575

Feb. 17, 1994

Mr. James Nugent
Chairman
Zoning Board of Appeals
Town of New Windsor
555 Union Ave.
New Windsor, NY 12553


Dear Mr. Nugent:

Please see attached copy of my letter to you dated Jan. 11, 1994.

I am again requesting an accounting of this money.

I will expect a response by the end of Feb., 1994, as this request has been on your desk since mid-January.

Sincerely,


Barbara C. Lennon
208 Brittany Terrace
Rock Tavern, NY 12575

cc: George Meyers, Supervisor
Town of New Windsor

#4303.

Meeting: ZBA meets on 2nd/4th Monday of each month unless a holiday falls on that date. July and August: One meeting per month only.)

PROCEDURE FOR PUBLIC HEARING

Preparations for a public hearing are simple if you follow this procedure. Fill out the following forms and return to Secretary. A hearing date will not be scheduled unless all of the paperwork is completed and returned to the Secretary.

1. Applications;
2. Public Notice of Hearing:

(a) Fill out the notice to the best of your ability. If you have any questions, call Pat. Public hearing date cannot be scheduled until all of the paperwork has been returned to Pat at which time, she will schedule the hearing and add date to the notice.

3. Call Assessor's Office at 563-4633 and request a variance list containing names and addresses of property owners within 500 ft. of parcel in question. There is a fee for this list and it is based on the number of names/addresses involved.

4. When all of the above paperwork has been completed, call Pat for appointment to review paperwork and obtain hearing date.

5. After Pat has reviewed and approved paperwork and inserted public hearing date on notice, applicant must do the following:

(a) Copy the notice and insert notice in an envelope which is addressed to each property owner on the Assessor's list (#3 above), making sure you keep the envelopes in the order in which they appear on the list, add 1st class postage, seal and call Secretary at telephone number at the bottom of this page for appointment. She will then verify that the notice has been mailed to all property owners on list through affidavit. Letters must be postmarked at least ten (10) days before public hearing date.

6. Please note that the public hearing notice must be published in "The Sentinel" at least ten (10) days prior to the public hearing date. Secretary will contact newspaper for publication date.
Applicant is responsible for payment of publication notice.

7. If you choose to mail your public hearing notices by certified mail-return receipts requested, all return receipts are to be returned to Secretary at public hearing.

8. Two separate checks, one in the sum of \$50.00 (residential) or \$150.00 (commercial) and a second check in the sum of \$292.00 will be held in escrow and must be paid upon return of the completed applications. This fee includes consultant fees in addition to the ZBA application fee. This fee will be determined after consultants have submitted their bills. Interpretations or findings are also subject to consultant fees. All unused fees will be returned to the applicant upon completion of the file. No formal decisions will be available until all fees have been paid. Make check payable to: TOWN OF NEW WINDSOR.

Please have your attorney determine whether Section 239 l & m of the General Municipal Law is applicable. In other words, if the property in question is located within 500 ft. of a state or county road, the Orange County Planning Department must receive a copy of your application and plans. Please notify secretary if this applies.

RETURN ALL PAPERWORK TO: PATRICIA A. BARNHART, ZBA Secretary
555 Union Avenue - Town Hall

LENNON, BARBARA C.

MR. NUGENT: Request for 6 ft. 3 in. rear yard variance for existing family room addition at 4 Chimney Corner's Road n an R-4 zone.

Mrs. Barbara Lennon appeared before the board for this proposal.

MR. TORLEY: Tell us what you want to do.

^{Lennon:}
MRS. ~~TANNER~~: My daughter and her husband are buying the house, they live there, I still own it. And I need the the C.O. and he won't give it to me but hopefully he will tomorrow. It was built in '74 and there's pictures of it there. It's a lovely room. We had a building permit and nothing would change. The neighbors all love it. They have been there partying with me.

MR. TORLEY: This addition was put in in '74.

MRS. LENNON: '74.

MR. LUCIA: Why was it located in the particular spot that it was put in?

MRS. LENNON: That is where it was convenient house wise. For traffic flow within the house it was more usable. There was no back door on the kitchen so we went into the--

MR. LUCIA: If it had been built 6 foot 3 inches narrower so in other words it complied with the zoning ordinance, would it be a usable room?

MRS. LENNON: No it's only 14 feet.

MR. LUCIA: So it would be too narrow to be of any use if it complied?

MRS. LENNON: Kids bowling alley, maybe.

MR. LUCIA: Was there something on the site before there was a family room patio or anything there?

MRS. LENNON: No, just yard.

MR. LUCIA: Could a room of this size have been located someplace else on the property in a conforming manner without also requiring a variance?

MRS. LENNON: I would have been in worse trouble probably.

MR. LUCIA: So this minimizes your variance request?

MRS. LENNON: Right.

MR. LUCIA: Is the general character of the neighborhood residential?

MRS. LENNON: Yes.

MR. LUCIA: And would you say that many of your neighbors also have family rooms?

MRS. CHERYL CACCIO: Gosh, I think all of them have either enclosed porches.

MR. LUCIA: Are there family rooms of a comparable size?

MRS. LENNON: Yes, I'd say they are all about the same or larger.

MR. LUCIA: Do you feel an undesirable change will be produced in the character of the neighborhood or detriment to nearby properties created by granting this area variance?

MRS. LENNON: No, not at all.

MR. LUCIA: You haven't had any objections to this?

MRS. LENNON: Never had an objection in all these years.

MR. LUCIA: Is the benefit which you seek here achievable by some other method feasible for you to

pursue other than an area variance?

MRS. LENNON: What would my other option be, to take the room down, I don't think so.

MR. LUCIA: Is the requested area variance substantial that is in a terms or numbers?

MRS. LENNON: Yes.

MR. LUCIA: And will the proposed variance have an adverse effect or impact on physical or environmental conditions in the neighborhood or zoning district?

MRS. LENNON: It's not going to change anything.

MR. LUCIA: Is this difficulty self-created?

MRS. LENNON: Howard Collette did it but I guess yes, it was us too. He came every day to inspect everything and measured and flashlighted. I didn't know there was a problem until I was selling.

MR. LUCIA: Thank you.

MR. NUGENT: There's no so I will close the public hearing and open it back up to the board. Any questions?

MR. LUCIA: Just one last question. Thank you for your deed and title policy. It turned out some easements, covenants, restrictions that are typical. Is there anything to your knowledge in the title to the property which would prohibit you from maintaining this family room in its present location?

MRS. LENNON: No.

MR. LANGANKE: If she would have received a C.O. from Howard Collette at the time, she wouldn't have a problem at this time, right?

MR. BABCOCK: Well, that is not necessarily true. What happens is and what has been happening if there's an updated survey and it shows that the house was built

after zoning and it doesn't comply, then the appraiser would come in and ask me if it is non-conforming and it would have gotten picked up.

MR. LANGANKE: So C.O. would be void?

MR. BABCOCK: Well, as the building permit is.

MRS. LENNON: Building permit was never, if you look at the signature on that building permit, you'll see that Howard Collette signed it and initialed it and my husband never saw it. That is not my husband's signature.

MR. BABCOCK: If the C.O. is issued and the bank seen the C.O. there probably wouldn't have been a question today. As you see one of these here, that we wrote a letter saying there was no violations on it and the bank appraiser picked these things up.

MR. LANGANKE: Because they did things differently back then.

MR. NUGENT: In '88 they did things differently.

MR. TORLEY: I move we grant Mrs. Lennon the variance requested.

MR. LANGANKE: Second it.

ROLL CALL

MR. HOGAN	AYE
MR. LANGANKE	AYE
MR. TANNER	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MRS. LENNON: Our closing is probably Friday, I need the C.O.

MR. BABCOCK: Tomorrow we'll do it for you. Give us a few hours.

LENNON, BARBARA

MR. NUGENT: Request for 6 ft. 3 in. rear yard variance for existing addition (family room) to residence located at 4 Chimney Corners Road in an R-4 zone.

Barbara Lennon appeared before the board for this proposal.

MS. LENNON: This addition has been there for 20 years, well, no, 19 years, building permit was given, signed and initialed by Howard Collette, I don't know how that happened with the 25 foot, if showing that there's only 25 feet left there after it but at any rate, I do, yes, need a variance in order to sell my house to my daughter and son-in-law. Same reason held up with the closing because I went for the C.O. and called Mike, he said Mrs. Lennon, you have only got 25 feet in your back yard.

MR. LUCIA: Look at the sketch, the pool and deck looks like it's over the property line on to the Town's land.

MRS. LENNON: Yes, that is something that we never realized this is Lyons over here and Margaret Tobin lives over here when we moved in we were told those were the days, told that the line went through here but it's through our vegetable garden the pool was there when we moved in.

MR. LUCIA: Maybe you want to show the sketch to the other side also.

MR. TANNER: What are we going to do with the pool?

MR. LUCIA: It poses two problems, we have no power whatsoever to allow you to put anything on anybody else's land.

MRS. LENNON: Well, it's your land.

MR. LUCIA: Even if that land happens to belong to the Town of New Windsor. The second problem is that both the deck on the pool are accessory structures and they are required to be set back ten feet from the property

line. In other words, they should not be there.

MRS. LENNON: If this is taken down and put over here, within ten feet of both lines we're all right?

MR. LUCIA: That is correct.

MRS. LENNON: That is no problem, that can be done so all I want is the variance for the family room to the line for how many feet that is, I'm not building anything else.

MR. TORLEY: The family room is roughly 20 years old?

MRS. LENNON: Yes.

MR. TORLEY: You received an assigned building permit at the time with the dimensions shown?

MR. BABCOCK: When you do relocate the pool, you want to get the permit to do that so this doesn't come up again.

MR. LUCIA: And you want to be ten feet from the side and rear yard.

MR. HOGAN: The bank hasn't said anything about the pool being over the property line?

MR. NUGENT: It's above the ground.

MR. TORLEY: I'll make a motion we set her up for a public hearing.

MR. HOGAN: Second it.

ROLL CALL

MR. TANNER	AYE
MR. HOGAN	AYE
MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. LUCIA: That is an instruction form, read that

November 8, 1993

40

over, fill out the application form, return it to Pat if you have any questions give her a call, she can help you with it. I'm going to give you a copy of Section 267B of the Town Law, I put an arrow in the margin next to the area pertaining to area variances. There are five factors you need to speak to, even though this has been there for 20 years, this board treats it as a new application, certainly lay out the history but we still need to have the proof on the five factors which is the benefit to you as weighed against the detriment to the health, safety and welfare of the community. I'd also like to see a copy of the deed and title policy, photographs just so we can see what it is that you are applying for a variance on. When you return the application, we need 2 checks both payable to the Town of New Windsor for \$50 application fee and \$292 deposit against Town consultant review fees and whatever disbursements the board has in handling your application. We also need photographs.

9/93

~~OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR~~
ORANGE COUNTY, NY

NOTICE OF DISAPPROVAL OF CERTIFICATE OF OCCUPANCY APPLICATION

DATE: 11/4/93

Amended

APPLICANT: BARABRA LENNON

4 CHIMNEY CORNERS ROAD

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE THAT YOUR AFFIDAVIT DATED _____

FOR (CERTIFICATE OF OCCUPANCY) _____

LOCATED AT 4 CHIMNEY CORNERS ROAD TOWN OF NEW WINDSOR

ZONE R-4

DESCRIPTION OF EXISTING SITE: SEC: 43 BLOCK: 1 LOT: 59

UNDER BUILDING PERMIT 987 THAT WAS ISSUED ON JULY 2 1974 FOR A

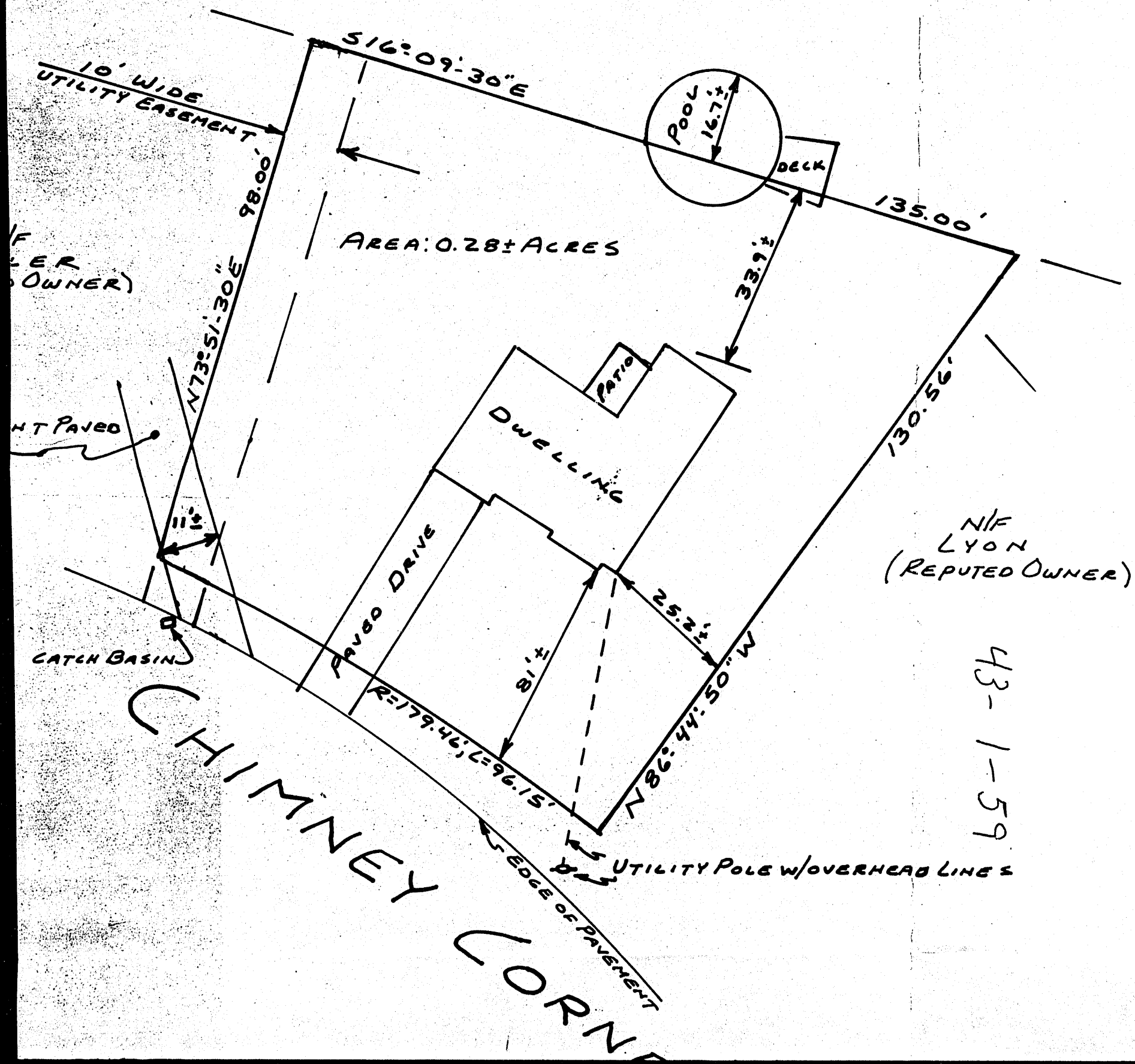
FAMILY ROOM

IS DISAPPROVED ON THE FOLLOWING GROUNDS: REQUIRED REAR YARD SET
BACK FOR FAMILY ROOM IS 40 FT . THEY ARE PROVIDING 33FEET 9INCHES
IT WILL REQUIRE A VARIANCE OF 6 FEET 3 INCHES.


BUILDING INSPECTOR

CC: J. TAD SEAMAN, ATTORNEY FOR THE TOWN
RICHARD D. MC GOEY, P.E., ENGINEER FOR THE TOWN

N/F
TOWN OF NEW WINDSOR
(REPUTED OWNER)





EL SURVEYED HEREIN IS KNOWN AND DESIGNATED AS LOT # 86 ON A SUBDIV.
FORGE HILL ESTATES, FILED IN THE ORANGE COUNTY CLERKS' OFFICE AS
1848.

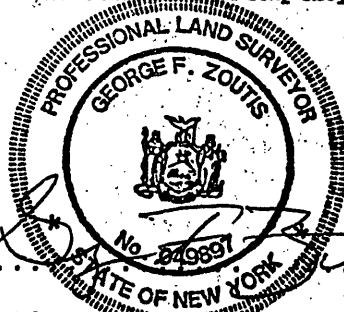
Notes:

- 1) Subsurface structures and utilities not visible at the time of this survey are not shown.
- 2) Only copies of this survey map marked with an original of this Land Surveyors' red inked stamp or embossed seal shall be considered to be true, valid copies.
- 3) Unauthorized alteration or addition to this survey map is a violation of section 7209(2) of the New York State education law.
- 4) The certification stated herein and any guarantees are not transferable to subsequent owners, title insurance companies, lending institutions, or any other parties.

Certification:

I hereby certify to the parties listed below that this survey map is prepared from an actual field survey performed by me on October 29, 1993 and is in accordance with the minimum standards set by the New York State Association of Professional Land Surveyors.

Paul M. Ciaccio
Cheryl A. Ciaccio
Union State Bank, its successors
and/or assigns of this mortgage.
Stewart Title Insurance Company



License Number 049897

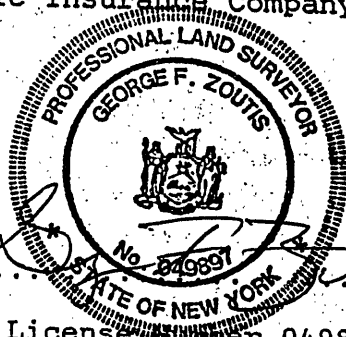
George F. Zoutis P.L.S.
P.O. Box 7316
Newburgh New York 12550
(914) 561-7988

4) The certification stated herein and any guarantees are not transferable to subsequent owners, title insurance companies, lending institutions, or any other parties.

Certification:

I hereby certify to the parties listed below that this survey map is prepared from an actual field survey performed by me on October 29, 1993 and is in accordance with the minimum standards set by the New York State Association of Professional Land Surveyors.

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and/or assigns of this mortgage.
Stewart Title Insurance Company



License Number 049897

George F. Zoutis P.L.S.
P.O. Box 7316
Newburgh New York 12550
(914) 561-7988

SURVEY
FOR

CIACCIO

CHIMNEY CORNER

ORANGE COUNTY

TOWN OF NEW WINDSOR NEW YORK

ION

2P

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

-----X
In the Matter of Application for Variance of

Barbara Lennon,

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

93-53,
-----X

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age
and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On December 21, 1993, I compared the 71 addressed
envelopes containing the attached Notice of Public Hearing with
the certified list provided by the Assessor regarding the above
application for variance and I find that the addressees are
identical to the list received. I then mailed the envelopes in a
U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
21st day of December, 1993.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1995

(TA DOCDISK#7-030586.AOS)



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

71

December 10, 1993

Ms Barbara Lennon
4 Chimney Corner Rd.
New Windsor, NY 12553

Re: Tax Map Parcel #43-1-59

Dear Ms Lennon:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$95.00, minus your deposit of \$25.00. Please remit the balance of \$70.00 to the Town Clerk's office.

Sincerely,

Leslie Cook/pat

LESLIE COOK
Sole Assessor

LC/pat
cc: Pat Barnhart

Greeney, William J. & Diane E.
20 Harth Drive
New Windsor, NY 12553

Wilson, Olive A.
22 Harth Drive
New Windsor, NY 12553

Crosby Jr. Orbert &
Werner, Alissa M.
24 Harth Drive
New Windsor, NY 12553

Rotondi, Edward M. & Mae
2 Hudson Drive
New Windsor, NY 12553

Conklin, Timothy & Donna
4 Hudson Drive
New Windsor, NY 12553

Ocskay Elizabeth &
Mary Lilian Irvine
6 Hudson Drive
New Windsor, NY 12553

Wentzel, Mark L. & Diane M.
8 Hudson Drive
New Windsor, NY 12553

Baranski Jr., Charles J. & Linda
10 Hudson Drive
New Windsor, NY 12553

Lagoy, Raymond A. & Elizabeth T.
12 Hudson Drive
New Windsor, NY 12553

Albrecht, David C & Debra
14 Hudson Drive
New Windsor, NY 12553

Mazzarelli, Kathleen M.
16 Hudson Drive
New Windsor, NY 12553

Wilkins, Richard E. & Ellen Jane
18 Hudson Drive
New Windsor, NY 12553

Stanford, Elton V. & Estelle I
20 Hudson Drive
New Windsor, NY 12553

Skakel, Floyd H. Jr. & Marie J.
27 St. Anne Drive
New Windsor, NY 12553

Ciaccio, William G. & Anne M.
21 St. Anne Drive
New Windsor, NY 12553

Smith, Brian A. & Renee A.
19 St. Anne Drive
New Windsor, NY 12553

Pointer, Samuel F. & Pearl M.
18 Hearthstone Way
New Windsor, NY 12553

LeRoy, Dane W. & Coleman, Judy L.
2 Spring Rock Rd.
New Windsor, NY 12553

Town of New Windsor
555 Union Ave.
New Windsor, NY 12553

Ferrino, Rose
4 Spring Rock Rd.
New Windsor, NY 12553

Schlett, Thomas L. & Kim M.
6 Spring Rock Rd.
New Windsor, NY 12553

Mulleavy, John M. & Rita Margareta
8 Spring Rock Rd.
New Windsor, NY 12553

Ponesse, Louis J. & Mercedes A.
10 Spring Rock Rd.
New Windsor, NY 12553

Tobin, Robert D. & Margaret
12 Spring Rock Rd.
New Windsor, NY 12553

Lyon, Lois
2 Chimney Corner
New Windsor, NY 12553

Butler, Richard & Frances
6 Chimney Corner
New Windsor, NY 12553

Henry, Everette & Patrice
5 Chimney Corner
New Windsor, NY 12553

D'Ambrosio, Martha
3 Chimney Corner
New Windsor, NY 12553

Metzner, Thomas F. & Sally F.
1 Chimney Corner
New Windsor, NY 12553

Fox, Thomas & Kathleen
14 Spring Rock Rd.
New Windsor, NY 12553

Shenker, Martin F. & Bette J.
16 Spring Rock Rd.
New Windsor, NY 12553

Piqueras, Joseph & Cecelia
18 Spring Rock Rd.
New Windsor, NY 12553

Evans, Gerald V. & Diane M.
20 Spring Rock Rd.
New Windsor, NY 12553

O'Dell, Harriet R.
2 Birchwood Lane
New Windsor, NY 12553

Accumanno, Cosimos & Jenny
1 Hudson Dr.
New Windsor, NY 12553

Tompkins, Harry C. Jr. & Audrey K.
26 Harth Dr.
New Windsor, NY 12553

DiGisco, Charles & Celeste
1 Birchwood Dr.
New Windsor, NY 12553

Burt, Lois A.
3 Birchwood Dr.
New Windsor, NY 12553

Millen, Walter F.
5 Birchwood Dr.
New Windsor, NY 12553

Fuat, Aydogan & Nazire
7 Birchwood Dr.
New Windsor, NY 12553

Maxwell, Brian & Angela
13 Hudson Dr.
New Windsor, NY 12553

Maxwell, Michael E. & Frances E.
11 Hudson Dr.
New Windsor, NY 12553

Smith, Robert R. & Rhoda L.
9 Hudson Dr.
New Windsor, NY 12553

Giuliani, Anthony & Christina
PO Box 148
Milton, NY 12547

DeSousa, Manuel & Diana
5 Hudson Dr.
New Windsor, NY 12553

Sullivan, Raymond J. & Janet D.
3 Hudson Dr.
New Windsor, NY 12553

Whitelegg, Douglas & Sunnie
21 Spring Rock Rd.
New Windsor, NY 12553

Seymour, John L. & Marion P.
19 Spring Rock Rd.
New Windsor, NY 12553

Mongelli, Louis J. & Francine A.
2 Split Tree Dr.
New Windsor, NY 12553

Bottali, Joseph & Cynthia J.
4 Split Tree Dr.
New Windsor, NY 12553

Dickman, William H. & Mary Ann
6 Split Tree Dr.
New Windsor, NY 12553

Dunn, Michael J. Jr. & Frances D.
1 Stone Ledge Lane
New Windsor, NY 12553

Privitello, Michael T. & Theresa
5 Split Tree Dr.
New Windsor, NY 12553

Dodd, Darwood W. & Lois G.
3 Split Tree Dr.
New Windsor, NY 12553

Costa, Anthony E.
PO Box 623
Chester, NY 10918

Moore, William H. & Betty B.
13 Spring Rock Rd.
New Windsor, NY 12553

Behany, Thomas O. & Barbara A.
11 Spring Rock Rd.
New Windsor, NY 12553

Sullivan, James F. III & Susan Angstadt Sullivan
6 Horse Shoe Bend
New Windsor, NY 12553

Weinheim, Sidney & Edna
8 Horse Shoe Bend
New Windsor, NY 12553

Kosland, Spencer & Marlene
10 Horse Shoe Bend
New Windsor, NY 12553

Murphy, James V. Jr. & Robin M.
12 Horse Shoe Bend
New Windsor, NY 12553

Dawes, Louis I. & Suzanne
14 Horse Shoe Bend
New Windsor, NY 12553

Solomon, Richard J. & Corradino, Cheryl
11 Horse Shoe Bend
New Windsor, NY 12553

Edge, John & Carolyn E.
9 Horse Shoe Bend
New Windsor, NY 12553

Scalli, Thomas A. & Peggy
7 Horse Shoe Bend
New Windsor, NY 12553

Baldwin, John C. & Barbara B.
5 Horse Shoe Bend
New Windsor, NY 12553

Benson, Richard E. & Florence D.
3 Horse Shoe Bend
New Windsor, NY 12553

Gilman, Gloria B.
1 Horse Shoe Bend
New Windsor, NY 12553

O'Donnell, Gerald J. & Ann
7 Spring Rock Rd.
New Windsor, NY 12553

Castaneda, Jose G. & Berta M. &
Theodore M. Crenshaw
51 Matthews Lane
Washingtonville, NY 10992

Marsden, Theodore F. & Peggy Jo
15 Harthstone Way
New Windsor, NY 12553

As published immediately. Send bill to Applicant at below address.

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following proposition:

Appeal No. 53

Request of Barbara C. Lennon

for a VARIANCE of

the regulations of the Zoning Local Law to

permit existing family room addition w/
insufficient rear yard;

being a VARIANCE of

Section 48-12-Table of Use/Bulk Regs. - Col. G

for property situated as follows:

4 Chimney Corners Rd., New Windsor,
Ny - known as Tax map Section 43 -
Blk. 1 - Lot 59.

SAID HEARING will take place on the 10th day of
January, 1994, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

James Nugent
Chairman

By: Patricia C. Barnhart, Secy.

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

93-53

Date: 12/14/93

I. ✓ Applicant Information:

- (a) BARBARA C. LENNON, 4 CHIMNEY COR. RD. NEW WINDSOR, NY (914) 565-0539
(Name, address and phone of Applicant) (Owner)
(b) PAUL GACCIO, 4 CHIMNEY COR. RD. NEW WINDSOR, NY 565-0539
(Name, address and phone of purchaser or lessee)
(c) N/A
(Name, address and phone of attorney)
(d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- () Use Variance () Sign Variance
(X) Area Variance () Interpretation

III. ✓ Property Information:

- (a) R-4 4 CHIMNEY CORNERS RD. 43-1-59
(Zone) (Address) (S B L) (Lot size)
(b) What other zones lie within 500 ft.? N/A
(c) Is a pending sale or lease subject to ZBA approval of this application? YES
(d) When was property purchased by present owner? 1973
(e) Has property been subdivided previously? No
(f) Has property been subject of variance previously? No
If so, when? _____
(g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
(h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO

IV. Use Variance. N/A.

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____

N/A.
 (b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of USE/BULK Regs., Col. 9.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd.		
Reqd. Rear Yd. <u>40ft</u>	<u>33'9"</u>	<u>6'3"</u>
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		
Parking Area		

* Residential Districts only

** No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

(This variance) would allow the existing addition which has been here since 1974. There has been no problem since then. We had a building permit at the time of construction, the then bldg. insp. was in attendance during construction, and this problem was not self-created. There, of course, would be no change in the character of the neighborhood.

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: *N/A*

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

_____.

(c) *N/A* What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

_____.

VII. Interpretation. *N/A*

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

_____.

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

The quality of this zone and neighboring zones will not be affected by this proposal and there will be no change in appearance.

_____.

✓ IX. Attachments required:

☒ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
☒ Copy of tax map showing adjacent properties.

LIBER 1958-PC 580

THIS INDENTURE, made the 16th day of October, nineteen hundred and seventy-three
BETWEEN

PHILIP R. EISENHAUER and PATRICIA A. EISENHAUER residing at 47
Chimney Corner, Town of New Windsor, County of Orange and State
of New York

party of the first part, and

WINFIELD E. LENNON and BARBARA C. LENNON residing at 72 Sultan
Street, City of Stratford, County of Fairfield and State of
Connecticut.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration
paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs
or successors and assigns of the party of the second part forever, OF SECTION B

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the Town of New Windsor, County of Orange and State of New
York known as Lot #86 as shown on Map of Forge Hill Estates, said map
being filed on December 15, 1959, in the Orange County Clerk's Office,
Goshen, New York, as Map 1848, more particularly bounded and described,
as follows:

BEGINNING at a point in the easterly line of the cul-de-sac known as
Chimney Corner, said point of beginning being located 119.57' northerly
as measured along the tangents and chords of the easterly line of said
Chimney Corner cul-de-sac from its intersection with the northerly line
of Spring Rock Road;

- (1) thence from said point of beginning and along the easterly line of
Chimney Corner cul-de-sac on a curve to the left having a radius of
179.46' to the point as established by the chord North 0 degrees 48'
40" West 95.0' to a point;
- (2) thence North 73 degrees 51' 30" East 98.0' to a point in the westerly
line of the Well Site of the above subdivision;
- (3) thence along the westerly line of the Well Site South 16 degrees 09'
30" East 135.0' to a point;
- (4) thence North 86 degrees 44' 50" West 130.56' to the point of
beginning.

BEING the same premises conveyed by deed dated September 16, 1969 from
Murray Development Corp., to Philip R. and Patricia A. Eisenhauer and re-
corded in the Orange County Clerk's Office in Liber 1830 of Deeds at
page 270 on September 17, 1969.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and
roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances
and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO
HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of
the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything
whereby the said premises have been encumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of
the first part will receive the consideration for this conveyance and will hold the right to receive such consid-

part of the first part, and

WINFIELD E. LENNON and BARBARA C. LENNON residing at 72 Sultan Street, City of Stratford, County of Fairfield and State of Connecticut.

part of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, *OF SECTION B*

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York known as Lot #86 as shown on Map of Forge Hill Estates, said map being filed on December 15, 1959, in the Orange County Clerk's Office, Goshen, New York, as Map 1848, more particularly bounded and described, as follows:

BEGINNING at a point in the easterly line of the cul-de-sac known as Chimney Corner, said point of beginning being located 119.57' northerly as measured along the tangents and chords of the easterly line of said Chimney Corner cul-de-sac from its intersection with the northerly line of Spring Rock Road;

(1) thence from said point of beginning and along the easterly line of Chimney Corner cul-de-sac on a curve to the left having a radius of 179.46' to the point as established by the chord North 0 degrees 48' 40" West 95.0' to a point;

(2) thence North 73 degrees 51' 30" East 98.0' to a point in the westerly line of the Well Site of the above subdivision;

(3) thence along the westerly line of the Well Site South 16 degrees 09' 30" East 135.0' to a point;

(4) thence North 86 degrees 44' 50" West 130.56' to the point of beginning.

BEING the same premises conveyed by deed dated September 16, 1969 from Murray Development Corp., to Philip R. and Patricia A. Eisenhauer and recorded in the Orange County Clerk's Office in Liber 1830 of Deeds at page 270 on September 17, 1969.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Philip R. Eisenhauer
PHILIP R. EISENHAUER

Patricia A. Eisenhauer
PATRICIA A. EISENHAUER

STATE OF NEW YORK, COUNTY OF ORANGE

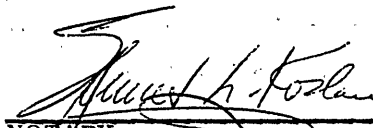
SS:

STATE OF NEW YORK, COUNTY OF

SS:

On the 16th day of October 1973, before me personally came Philip R. Eisenhower and Patricia A. Eisenhower to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

On the _____ day of _____ 19____, before me personally came _____ to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.


NOTARY
SPENCER L. KOSLAN
Notary Public, State of New York
Qualified in Orange County
Term Expires March 30, 1975

STATE OF NEW YORK, COUNTY OF

SS:

STATE OF NEW YORK, COUNTY OF

SS:

On the _____ day of _____ 19____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides at No. _____

On the _____ day of _____ 19____, before me personally came _____ the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. _____

that he is the
of _____

that he knows _____

_____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

_____ to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. _____

Philip R. and Patricia A.
Eisenhower
TO

Winfield E. and Barbara C.
Lennon

SECTION

BLOCK

LOT

COUNTY OR TOWN

36
4

Recorded At Request of The Title Guarantee Company

RETURN BY MAIL TO:

R.R. & Co.

BROWNING & SPRADAR
George F. Spradar, Esq
388 Broadway
Newburgh, New York
12550

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

THE TITLE GUARANTEE COMPANY

CHARTERED 1883



IN NEW YORK CITY

Bank of the Second Bank

Zip No.

Spencer L. Koslan
NOTARY
SPENCER L. KOSLAN
Notary Public, State of New York
Qualified in Orange County
Term Expires March 30, 1975

STATE OF NEW YORK, COUNTY OF

SS: STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

that he knows

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

Philip R. and Patricia A.

Eisenhauer
TO

Winfield E. and Barbara C.

Lennon

SECTION

BLOCK

LOT

COUNTY OR TOWN

362-4

Recorded At Request of The Title Guarantee Company

RETURN BY MAIL TO:

R-R-418

BROWNING & SPRADAR
George F. Stradar, Esq
388 Broadway
Newburgh, New York
12550

Zip No.



RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

REAL ESTATE TRANSFER TAX STATE OF NEW YORK
Dept. of Taxation & Finance OCT 17 1973
36-30
BEFORE ME
THE UNDERSIGNED
1958-60 220
1958-581

Orange County Clerk's Office, s.s.
Recorded on the 17th day
Oct 1973 at 11:06
P.M. in Liber 1958
at page 580
and
C. H. Winters

Homestead Abstract Company of Orange County, Inc., Does Hereby Certify. That it has caused the Indices and Dockets in the County Clerk's Office of Orange County, N. Y., to be searched for Deeds, General Assignments, uncanceled Mortgages and Mortgages to Loan Commissioners, executed by, and uncanceled Lispendens, Collector's Bonds, Sheriff's Certificates of Sale, Orders Appointing Receivers, Insolvent Assignments, Foreclosures by Advertisement, Homestead Exemptions, Contracts for Building Loans, Federal Tax Liens, Bail Bond Liens and Individual Surety Bond Liens, docketed against the following person or persons, corporation or corporations, during the period or periods stated; and for uncanceled Contracts for Conditional Sales docketed during the period or periods stated, but for not more than three years prior to date of this certificate; and for uncanceled Mechanics' Liens docketed during the period or periods stated, but for not more than two years prior to date of this certificate:

Philip R. Eisenhower and Patricia A. Eisenhower from October 1, 1973 to October 18, 1973
Winfield E. Lennon and Barbara C. Lennon from October 15, 1973 to November 8, 1973

and also that it has caused the Dockets of Judgments, in said office, to be searched for unsatisfied Judgments and Transcripts of Judgments docketed against

Philip R. Eisenhower and Patricia A. Eisenhower from October 1, 1973 to October 18, 1973
Winfield E. Lennon and Barbara C. Lennon from November 8, 1963 to November 8, 1973

And finds as follows, viz:—Affecting lands in the Town of New Windsor, Orange County, New York, as described in a deed executed by Murray Development Corp. to Philip R. Eisenhower and Patricia A. Eisenhower dated September 16, 1969 and recorded in Book 1830 page 270.

County, N. Y., to be searched for Deeds, General Assignments, uncanceled Mortgages and Mortgages to Loan Commissioners, executed by, and uncanceled Lispendens, Collector's Bonds, Sheriff's Certificates of Sale, Orders Appointing Receivers, Insolvent Assignments, Foreclosures by Advertisement, Homestead Exemptions, Contracts for Building Loans, Federal Tax Liens, Bail Bond Liens and Individual Surety Bond Liens, docketed against the following person or persons, corporation or corporations, during the period or periods stated; and for uncanceled Contracts for Conditional Sales docketed during the period or periods stated, but for not more than three years prior to date of this certificate; and for uncanceled Mechanics' Liens docketed during the period or periods stated, but for not more than two years prior to date of this certificate:

Philip R. Eisenhower and Patricia A. Eisenhower from October 1, 1973 to October 18, 1973
Winfield E. Lennon and Barbara C. Lennon from October 15, 1973 to November 8, 1973

and also that it has caused the Dockets of Judgments, in said office, to be searched for unsatisfied Judgments and Transcripts of Judgments docketed against

Philip R. Eisenhower and Patricia A. Eisenhower from October 1, 1973 to October 18, 1973
Winfield E. Lennon and Barbara C. Lennon from November 8, 1963 to November 8, 1973

And finds as follows, viz:—Affecting lands in the Town of New Windsor, Orange County, New York, as described in a deed executed by Murray Development Corp. to Philip R. Eisenhower and Patricia A. Eisenhower dated September 16, 1969 and recorded in Book 1830 page 270.

Goshen
Dated, ~~Middletown~~ N. Y., November 8, 1973
B&S R-2080 #114139

Note:

Mortgage recorded Book 1539 page 973 was discharged of record
October 17, 1973.

* * *

Philip R. Eisenhower and
Patricia A. Eisenhower

to

Winfield E. Lennon and
Barbara C. Lennon

B. & S. Deed with C.A.G.
and Lien Covenant

Dated October 16, 1973

Cons. \$10 etc.

Ack. October 16, 1973

Rec. October 17, 1973

Book 1958 Page 580

Conveys:

Same lands as described in Deed Book 1830 page 270 except
land is further described as "Section B" and recites said deed.

Covenant against Grantor: except as aforesaid.

* * *

Winfield E. Lennon and
Barbara C. Lennon, his wife

to

Newburgh Savings Bank
a banking corporation
of the State of New York

Bond and Mortgage with
Lien Covenant

Dated October 16, 1973

Ack. October 16, 1973

Rec. October 17, 1973

Book 1639 Page 180

To secure Twelve Thousand Dollars
payable with interest from the date hereof at the rate of 8%
per annum payable as to interest only on November 1, 1973 and payable
as to both principal and interest the sum of \$100.38 on December 1,
1973 and a like sum on the first day of each and every calendar month
thereafter until said principal sum and interest shall have been paid
in full,

with the privilege of the Mortgagor, on or after three years from the date hereof to pay
the unpaid balance of the indebtedness evidenced or secured hereby in whole or in part at any time without
penalty, provided only however that this prepayment privilege shall not apply nor be effective to the extent that
it now is or may hereafter be inconsistent with any Federal law or regulation;

On same lands as described in Deed Book 1958 page 580 and recites
Being the same premises describes in a deed dated October 16,
1973 made by Philip R. Eisenhower and Patricia A. Eisenhower to the
mortgagors herein and delivered on the date hereof to be recorded
simultaneously herewith; this being a purchase money mortgage for
the amount herein expressed.

Upon request by the mortgagor and payment to the mortgagee of its damages resulting, the mortgagee will accept payment of the entire principal sum remaining due hereunder within three years from the date hereof. It is hereby determined and agreed that damages resulting to the mortgagee from prepayment of the principal hereof shall be and are fixed and liquidated at the sum of \$120.00 .

Contains clause relative to additional payments to be applied toward payment of taxes etc.

Among Mortgage Covenants:

11. That the whole of said principal sum shall become due at the option of the Mortgagee in the event of sale or conveyance of the premises hereinbefore described.

19. That the whole of said principal sum shall become due at the option of the Mortgagee if the premises hereinbefore described or any portion thereof are used or employed for purpose or purposes different from the purpose or purposes for which said premises are used or employed at the date of this mortgage.

25. That the real property covered by this mortgage is or will be improved by a one or two family residence or dwelling and that there are or will be no other improvements, the cost or fair market value of which exceed or will exceed the cost or fair market value of such one or two family residence or dwelling.

* * *

Nothing else found